

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 6675 of 1995

with

FIRST APPEAL No 6931 of 1995

For Approval and Signature:

Hon'ble MR.JUSTICE D.K.TRIVEDI

and

Hon'ble MR.JUSTICE K.M.MEHTA

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : YES
 2. To be referred to the Reporter or not? : NO
 3. Whether Their Lordships wish to see the fair copy of the judgement? : NO
 4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO
 5. Whether it is to be circulated to the concerned Magistrate/Magistrates, Judge/Judges, Tribunal/Tribunals? : NO

UNIQUE ERECTORS(GUJARAT) PVT. LTD.

Versus

MI KHAN, PROPRIETOR OF M/S MAHARASHTRA ENGINEER STORE CO.

Appearance:

1. First Appeal No. 6675 of 1995
MR MANISH R BHATT for appellant No. 1
MR AMAR N BHATT for Respondent No. 1
2. First Appeal No. 6931 of 1995
MR AMAR N BHATT for appellant No. 1
MR MANISH R BHATT for Respondent No. 1

CORAM : MR.JUSTICE D.K.TRIVEDI
and
MR.JUSTICE K.M.MEHTA

Date of decision: 23/01/2003

COMMON ORAL JUDGEMENT

(Per : MR.JUSTICE D.K.TRIVEDI)

1. We have heard Mr. Manish R.Bhatt, learned advocate, who appeared in First Appeal No.6675/95 on behalf of the appellant and Mr.Amar N.Bhatt, learned advocate, who appeared in the said Appeal on behalf of respondent. A connected Appeal being First Appeal No.6931/95 is filed by Shri Amar N.Bhatt and in the said Appeal Mr. Manish R.Bhatt appeared on behalf of the respondent, who was the plaintiff before the trial court in Civil Suit No.2143/81. During hearing the counsel appearing in the matter had taken us through the judgment under challenge as well as the evidence and the documents from the record of the case and during hearing the respective parties were also present before us. When the matter was called out today, both the counsel appearing on behalf of the parties with their clients had presented a Purshish dated 23.1.2003 to show that the parties have settled their dispute and prayed for disposal of the Appeals as per the settlement arrived at between the parties and Purshish is signed by the respective parties with their counsel before us. We have also ascertained from the respective parties in respect of the purshish submitted before us signed by them with their counsel and in turn they have expressed that they have resolved the dispute as per the agreed terms and requested us to accept the said purshish in the form of settlement and dispose of both the Appeals as parties have resolved all the disputes amicably and the same is reflected in the Purshish. We have taken the said purshish on record and for identification, the same is marked as Document "X". As submitted by the counsel appearing in the matter these appeals are pending since 1995 and when the matter is ready after eight years for hearing, to strengthen their relations they have amicably settled their dispute and necessary direction be given to the trial court while disposing of these two Appeals.

2. As found from the Purshish, appellant in First Appeal No.6931/95 - original defendant M.I.Khan, Proprietor of M/s. Maharashtra Engineering Star Company has filed Darkhast being Darkhast No.284/97 before the City Civil Court at Ahmedabad and he has withdrawn an amount of Rs.3,05,707/-- towards the principal amount of decree passed in Civil Suit No.2143/81 and the remaining amount as per the decree is invested in Fixed Deposit by the executing court. Plaintiff had agreed to pay to original defendant i.e. M.I.Khan, Proprietor of M/s. Maharashtra Engineering Star Company, as full and final

settlement, additional amount as suggested by the court i.e. Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) and defendant has also in term accepted the amount suggested by the court i.e. Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) towards full and final settlement of his claim. In view of the settlement arrived at between the parties and as both the parties have agreed to settle their dispute in respect of their claim, the trial court shall pay Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) to defendant M.I.Khan, Proprietor of M/s. Maharashtra Engineering Star Company from the amount lying in the form of Fixed Deposit in the Execution Petition No.284/97 and the Registrar/Nazir of the City Civil Court, Ahmedabad shall immediately make a payment of Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) to the defendant M.I.Khan, Proprietor of M/s. Maharashtra Engineering Star Company after obtaining necessary receipt from him for full and final settlement of his claim and the balance amount with interest be paid to the plaintiff, namely, M/s. Unique Erectors (Gujarat) Pvt. Ltd. after obtaining necessary acknowledgement for receipt of the said amount. It is further directed that the plaintiff shall extend all necessary co-operation in respect of making payment as agreed to be paid to the defendant. The defendant also agreed that on receiving additional amount of Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) as agreed between the parties towards the decree, the decree shall stand fully discharged and as agreed by the defendant M.I.Khan, Proprietor of M/s. Maharashtra Engineering Star Company on getting the additional sum of Rs.2,80,000/-- (Rupees two lacs and eighty thousand only) he will withdraw the Execution Petition No.284/97. The plaintiff M/s. Unique Erectors (Gujarat) Pvt.Ltd. had also agreed that the Revision Application being Civil Revision Application No.581/2000 filed by it be withdrawn by it and accordingly the plaintiff is directed to withdraw the said Civil Revision Application immediately. In view of the settlement arrived at between the parties as per the purshish, both the Appeals are disposed of as per settlement (Purshish dated 23.1.2003). The parties in the Appeals are entitled for admissible refund of the court fees.

Appeals are disposed of in the above terms with no order as to costs.

(D.K.Trivedi,J)

(K.M.Mehta,J)

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